1BR-0360-14

lun-27W (se 4/6



May 2, 2002

Mr. R. Scott Stiteler, Environmental Specialist Division of Mineral Resources Management Ohio Department of Natural Resources 1855 Fountain Square Court Columbus OH 43224

Dear Scott:

Enclosed is an underground incidental boundary revision to connect our ventilation shaft to our active works. In July 1999, a similar revision was submitted and approved, and this revision will allow us to make a separate connection to our workings for ventilation purposed only. Enclosed with this application is a limited warranty deed for right of entry purposes. Other information for this area may be found in approved application D-0360-7 which is immediately east of the site, as may be seen on the IBR map. If you have any questions, please contact me.

Sincerely, THE OHIO VALLEY COAL COMPANY

David L. Bartsch, P.E.

Environmental Coordinator and

Permit Administrator

cc: file

ADDENDA TO ITEM 7 THE OHIO VALLEY COAL COMPANY POWHATAN NO. 6 MINE PERMIT D-0360

### PILLAR SAFETY FACTOR AND EXTRACTION RATIO

Entries are to be mined from the 25 West section to the 27 West bleeder shaft. These entries are being mined for ventilation purposes only. Pillars are extremely stable, with a safety factor of 3.0:1 by the Holland Method. The extraction ratio of the area is only 47.3 percent. These entries have been designed for long stand-up time and no surface subsidence.

Powhatan No. 6 Mine Pillar Safety Factor - NEW IBR 27 W HOLLAND METHOD The Ohio Valley Coal Company

PILLAR STRENGTH	850 PSI	Strength of a pillar scaled	Strength of a pillar scaled down from a 3 in. cube (HOLLAND)
DEPTH	442.5 FT	(Avg depth + Max. depth)	Avg depth + Max. depth)/2 (PENG) (435+450)/2
PILLAR W	NI 009	Pillar width in inches	50' x 12'/"
PILLAR L	1560 IN	Pillar length in inches	150' x 12'/"
ENTRY W	240 IN	Entry width in inches	20' x 12"/
ENTRY H	78 IN	Entry height in inches	6'x12"/
OVERBURDENIOAD	15d 1 1	Per ft of denth (PFNG)	

 $\frac{\text{HOLLAND FORMULAE}}{\text{VERT. STRESS}} \times \{ [\text{(PILLAR W + ENTRY W)x(PILLAR L + ENTRY W)}] / (\text{PILLAR W x PILLAR L}) \}$ SI x SQUARE ROOT OF (PILLAR W/ENTRY H) S2/AVG STRESS Per It. of depth (PENG) (HOLLAND) - ES 786.29 psi 850 psi 2357.5 psi 3.0

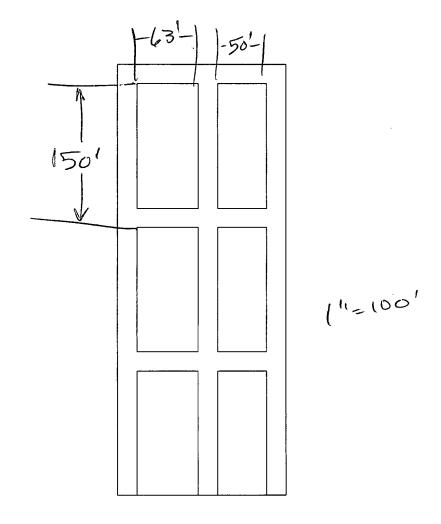
AVG STRESS

SF SF

Design, compiled by A.T. lannacchione, C. Mark, OHIO TENO/SON DENO/SON DEN E - 50396 From Peng, S. S. and Dutta, D., "Evaluation of Various Pillar Design Methods: A Case Study," Proceedings of the Workshop of Committin Methods. R. C. Repsher, R. J. Tuchman, and C.C. Jones, USBM, IC 9315, 1992, pp. 269-276. A LA LO 47.3% 83,700 sq. ft. 44,070 sq. ft. 52.7%

Percent Remaining Percent extraction: Pillar Area Total Area

> TOVCC 18378



# OHIO DEPARTMENT OF NATURAL RESOURCES DIVISION OF MINES AND RECLAMATION 1855 Fountain Square Court Columbus. Ohio 43224

### APPLICATION FOR AN INCIDENTAL BOUNDARY REVISION

	(File in Quadruplicate)
1.	Permittee's Name THE OHIO VALLEY COAL COMPANY Phone # 740-926-1351
2.	Address <u>56854 PLEASANT RIDGE ROAD</u> Zip Code <u>43902</u>
	ALLEDONIA, OH
3.	Coal Mining Permit #D-0360
4.	Additional Acres to be mined0.3
5.	Has this acreage been affected? Yes, No _X
6.	Describe the reason this additional acreage is required.
	THIS AREA IS BEING ADDED TO CONNECT ACTIVE WORKINGS TO AN AIR SHAFT - See Addendum AND MAP
7.	Describe the activities to be conducted on this area.
	VENTILATION OF ACTIVE WORKINGS
8.	Is the information contained in the previously approved permit application applicable to this revised area? Yes $X$ , No $X$ .
	If "no", describe any changes to the previously approved permit application that will apply to this revised area.

(continued on reverse side)

9. LOCATION OF ADDITIONAL ACRES TO BE AFFECTED DURING PERMIT (List all surface and mineral owners and all locations applicable to each ownership as shown on the location map. If owner name is repeated, show address only once. If permittee is owner, address is not necessary.

NAME OF SURFACE AND MINERAL OWNERS		Twp& Range	Section	Township	County
Name The Ohio Valley Coal Company Address 56854 Pleasant Ridge Road City & State Alledonia, OH 43902 Surface Mineral X	Zip	7N/ 5W	5	Goshen	Belmont
Name Robert and Betty Kemp Address 43828 Belmont-Centerville Rd. City & State Belmont, OH 43718 Surface X Mineral	Zip	7N/ 5W	5	Goshen	Belmont
Name Roy Swallie Address 43999 Belmont-Centerville Rd. City & State Belmont, OH 43718 Surface X Mineral	Zip	7N/ 5W	5	Goshen	Belmont

(If additional space is needed, list on a separate sheet in this format.)

I, the undersigned authorized representative of the permittee, hereby attest that the information

contained in this revision request is true	and correct to the best of my k	nowledge and belief.
David L. Bartsen	Ew. Coord Title	5-2-02
Signature	Title	Date
· · · · · · · · · · · · · · · · · · ·	DIVISION USE ONLY)	on of Minaral Dagovraga
This application is hereby		
part of permit	he acreage identified in item 5 c	of this application is now
·		
(permit #)		
Date	Chief, Division of Minera	l Resources Management
	ond and \$ acr ACREAGE FEE. UNDERGRO	

### EASEMENT, RIGHT OF ENTRY AND AGREEMENT

WHEREAS, ROBERT E. KEMP and BETTY J. KEMP, Husband and Wife, whose address is 43828 Belmont-Centerville Road, Belmont, Ohio, 43718, are the owners in fee simple absolute of the real property described herein and hereafter referred to as LANDOWNERS; and,

WHEREAS, THE OHIO VALLEY COAL COMPANY, an Ohio corporation, whose address is 56854 Pleasant Ridge Road, Alledonia, Ohio, 43902, hereafter referred to as COMPANY, wish to enter into the Easement, Right of Entry and Agreement contained hereinafter; and,

WHEREAS, COMPANY wishes to place in, upon, through and under the lands of LANDOWNERS a ventilation bleeder shaft, fan, and electric power transmission line together with rights-of-way for ingress and egress thereto; and,

WHEREAS, LANDOWNERS are agreeable to the placement of said ventilation bleeder shaft, fan, and electric power transmission line on, over, through and across their premises, pursuant to the terms and conditions of this Agreement,

### NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. That COMPANY, its successors, assigns, employees, agents and contractors shall be granted an easement and right of way with the right, privilege and authority to construct, erect, operate, maintain, repair, alter, and replace a ventilation bleeder shaft and fan together with an easement and right of way with the right, privilege and authority to construct, erect, operate, maintain, repair, alter, replace, relocate and remove an electric power transmission line, said easement for the electric power transmission line to be one hundred (100) feet wide being fifty (50) feet on each side of the centerline, along with an access road for ingress, egress and regress to and from the ventilation bleeder shaft, fan, and electric power transmission line as shown on Exhibit "A" attached hereto and made a part hereof by reference.

In addition, as to the description of the real estate to which said easement pertains, also incorporated herein is Exhibit "B", being a certain Deed from Austin L. Green and Lela M. Green, husband and wife, to Robert E. Kemp and Betty J. Kemp, dated November 30, 1973 which has been recorded in Volume 543, Page 517 of the Belmont County Deed Records and more particularly described as being Tract 1 in said deed.

In addition, COMPANY, its successors and assigns, shall have the right to place, erect, maintain, inspect, add to the number of, and relocate at will poles, crossarms or fixtures, and string wires and cables, adding thereto from time to time, across through or over said premises.

In addition, COMPANY, its successors and assigns, shall have the right to cut and, at its option, remove from said easement any trees, overhanging branches or other obstructions which may endanger the safety or interfere with the use of said poles or fixtures or wires attached thereto or to any structures on said premises.

In addition, said easement for a ventilation bleeder shaft, fan, and electric power transmission line, plus right of ingress, egress and regress to said site, all as is shown on Exhibit "A" attached hereto, is hereby granted to COMPANY, its successors and assigns, for as long as the same is necessary, in the opinion of COMPANY, its successors and assigns, for the operation of its coal mining operations. COMPANY, for the granting of said easement, shall compensate LANDOWNERS, their heirs and assigns, the sum of Four Thousand Dollars (\$4,000.00) per year for the term of said easement. The payment of Twenty Thousand (\$20,000.00) which represents a lump sum payment for the first five (5) years of this Agreement shall be paid by COMPANY to LANDOWNERS upon the signing of this Agreement. Beginning with the sixth year of this Agreement, annual payments of Four Thousand Dollars (\$4,000.00) per year shall commence and shall be paid by COMPANY to LANDOWNERS.

- It is further AGREED by and between the parties hereto that any damages caused by entering upon the premises of LANDOWNERS shall be repaired by COMPANY at its cost.
- 3. It is further AGREED that LANDOWNERS, for themselves, their heirs, executors, personal representatives, administrators, successors and assigns, shall and do hereby release and forever discharge COMPANY, its successors and assigns, from any and all actions, causes of actions, claims, demands and liability for, upon or by reason of any damage or loss which has been or which may be sustained by LANDOWNERS as a result of COMPANY'S exercise of any rights granted herein, except for the damages specifically referred to in Paragraph 2 hereof.
- 4. It is further AGREED that COMPANY, for itself, its successors and assigns, shall indemnify and save harmless LANDOWNERS against all liability for personal injuries, including death resulting therefrom, and against all liability for personal or property damages incurred by

any third person, firm or entity whatsoever, as a result of COMPANY'S exercise of any of the rights granted herein.

- 5. It is further AGREED by and between the parties hereto that title to all property placed by COMPANY, or its successors or assigns, in or upon said Premises shall be and shall remain in the name of the COMPANY, or its successors and assigns, and COMPANY, or its nominees, successors and assigns shall have the right to enter in, upon, on and over said lands to remove therefrom any of the property thereon.
- 6. It is further AGREED that if any survey work is necessary to complete this Agreement, the same shall be done at the cost of COMPANY.
- 7. It is further AGREED that the provisions contained in the Exhibits hereto, being Exhibits "A", and "B" are hereby incorporated into this Agreement by reference.
- 8. It is further AGREED that this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, executors, administrators, successors and assigns.
- 9. This Agreement constitutes the entire agreement between the parties hereto and supersedes all other prior negotiations, undertakings, notices, memoranda and agreements between the parties, whether oral or written, in respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties have set their hands this day of

In the presence of:

In the presence of:

STATE OF OHIO, COUNTY OF BELMONT, SS:
On this, the, 1999, before me, the undersigned
authority, a Notary Public in and for the said County and State, personally appeared ROBERT E
KEMP and BETTY J. KEMP, Husband and Wife, who being duly sworn according to law,
acknowledge that they signed the foregoing instrument for the purposes therein set forth.
WITNESS my official seal this 1999.
STATE OF OHIO NOTARY PUBLIC CLAUDE L LUKE  'yy Commission Expires Aug. 21, 2001  Notary Public
My Commission Expires Aug. 21, 2001.
STATE OF OHIO, COUNTY OF BELMONT, SS:
On this, the, 1999, before me, the undersigned
authority, a Notary Public in and for the said County and State, personally appeared Robert E.
Murray, who acknowledged himself to be the President and Chief Executive Officer of THE
OHIO VALLEY COAL COMPANY and that as such being duly authorized to do so, executed
the foregoing instrument for the purposes therein set forth.
WITNESS my official seal this // day of, 1999.
STATE OF OHIO NOTARY PUBLIC CLAUDE L LUKE
My Commission Expires Aug. 21, 2001 Notary Public
iviy Collinassion Expires 7707. C., 2001.

This instrument prepared by: Elizabeth L. Glick, Attorney at Law, St. Clairsville, OH 43950 lb/ovccwp4/2kemp.esm.

### OHIO DEPARTMENT OF NATURAL RESOURCES DIVISION OF MINES AND RECLAMATION 1855 Fountain Square Court Columbus, Ohio 43224

### APPLICATION FOR AN INCIDENTAL BOUNDARY REVISION

	(File in Quadruplicate)
1.	Permittee's Name THE OHIO VALLEY COAL COMPANY Phone # 740-926-1351
2.	Address <u>56854 PLEASANT RIDGE ROAD</u> Zip Code <u>43902</u>
	ALLEDONIA, OH
3.	Coal Mining Permit # <u>D-0360</u>
4.	Additional Acres to be mined <u>0.3</u>
5.	Has this acreage been affected? Yes, No _X
6.	Describe the reason this additional acreage is required.
	THIS AREA IS BEING ADDED TO CONNECT ACTIVE WORKINGS TO AN AIR SHAFT - See Addendum AND MAP
7.	Describe the activities to be conducted on this area.
	VENTILATION OF ACTIVE WORKINGS
8.	Is the information contained in the previously approved permit application applicable to this revised area? Yes $X$ , No $X$ .
	If "no", describe any changes to the previously approved permit application that will apply to this revised area.

(continued on reverse side)

9. LOCATION OF ADDITIONAL ACRES TO BE AFFECTED DURING PERMIT (List all surface and mineral owners and all locations applicable to each ownership as shown on the location map. If owner name is repeated, show address only once. If permittee is owner, address is not necessary.

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(If additional space is needed, list on a separate sheet in this format.)

,	uthorized representative of the permittee, he ision request is true and correct to the best o	· ·
Signature	Title	Date
	(FOR DIVISION USE ONLY) ereby by the Chief, fective this date. The acreage identified in it	Division of Mineral Resources
Date	Chief, Division of N	Mineral Resources Management
\$ NO (Date)	of performance bond and \$TE: NO BOND OR ACREAGE FEE. UNDE	



## Coal Mining and Reclamation Permit Incidental Boundary Revision (IBR)

issued To: OHIO VALLEY COAL CO

56854 PLEASANT RIDGE ROAD

ALLEDONIA, OH 43902

Telephone: (740) 926-1351

Permit Number: D-360

Application Number: IBR-0360-14 Acreage: 0.03 (Underground)

Type of Operation: Underground (Longwall)

Reason: Ventilation of Active Undergroung Workings

### **LOCATION OF PERMIT AREA**

NAME OF LANDOWNERS	T	R	SECTION	LOTS	TOWNSHIP	COUNTY
R.E. & B.J. Kemp	7	5	5		GOSHEN	BELMONT

The issuance of this IBR means only that the application to conduct a coal mining operation meets the requirements of Chapter 1513 of the Revised Code, and as such DOES NOT RELIEVE the operator of any obligation to meet other federal, state or local requirements.

This IBR is issued in accordance with and subject to the provisions, conditions, and limitations of Chapter 1513 of the Revised Code and Chapters 1501:13-1, 1501:13-3 through 1501:13-14 of the Administrative Code.

The approved water monitoring plan for this IBR is:

Quality: N/A Quantity: N/A

Note: Any previous condition(s) imposed on this permit, or subsequent adjacent areas, also apply to

this IBR unless noted otherwise.

Signature:

Much Jayoulle My hichson Date: 05/21/2002

MAY 2 3 7007

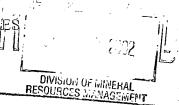
OPERATOR

F101 Rev: 07/01/2001

Form/IBF 6/83

### OHIO DEPARTMENT OF NATURAL RESOURCE DIVISION OF MINES AND RECLAMATION

· 1855 Fountain Square Court Columbus, Ohio 43224



### APPLICATION FOR AN INCIDENTAL BOUNDARY REVISION

	(File in Quadruplicate)
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IBC-0360-14



(continued on reverse side)

(Date)

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I, the undersigned authorized representative of the permittee, hereby attest that the information contained in this revision request is true and correct to the best of my knowledge and belief.

Daniel N. Ward	set aw loord	52-02
Signature	Title	Date
part of permit	The acreage identified in item 5 c	on of Mineral Resources of this application is now
Date	Chief, Division of Mineral	Resources Management
•	ance bond and \$acr	eage fee was received on

### EASEMENT, RIGHT OF ENTRY AND AGREEMENT

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- 3. It is further AGREED that LANDOWNERS, for themselves, their heirs, executors, personal representatives, administrators, successors and assigns, shall and do hereby release and forever discharge COMPANY, its successors and assigns, from any and all actions, causes of actions, claims, demands and liability for, upon or by reason of any damage or loss which has been or which may be sustained by LANDOWNERS as a result of COMPANY'S exercise of any rights granted herein, except for the damages specifically referred to in Paragraph 2 hereof.
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- 9. This Agreement constitutes the entire agreement between the parties hereto and supersedes all other prior negotiations, undertakings, notices, memoranda and agreements between the parties, whether oral or written, in respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties have set their hands this \_\_\_\_\_ day of

In the presence of:

In the presence of:

THE OHIO VALLEY COAL COMPANY

STATE OF OHIO, COUNTY OF BELMONT, SS:
On this, the day of 1999, before me, the undersigned
authority, a Notary Public in and for the said County and State, personally appeared ROBERT E.
KEMP and BETTY J. KEMP, Husband and Wife, who being duly sworn according to law,
acknowledge that they signed the foregoing instrument for the purposes therein set forth.
WITNESS my official seal this 1999.
STATE OF OHIO NOTARY PUBLIC CLAUDE L LUKE Ty Commission Expires Aug. 21, 2001 Notary Public
My Commission Expires Aug. 21, 2001.
STATE OF OHIO, COUNTY OF BELMONT, SS:
On this, the, 1999, before me, the undersigned
authority, a Notary Public in and for the said County and State, personally appeared Robert E.
Murray, who acknowledged himself to be the President and Chief Executive Officer of THE
OHIO VALLEY COAL COMPANY and that as such being duly authorized to do so, executed
the foregoing instrument for the purposes therein set forth.
WITNESS my official seal this // day of, 1999.
STATE OF OHIO NOTARY PUBLIC
Notary Public
My Commission Expires Aug. 21, 2001.

This instrument prepared by: Elizabeth L. Glick, Attorney at Law, St. Clairsville, OH 43950 lb/ovccwp4/2kemp.esm.

ADDENDA TO ITEM 7 THE OHIO VALLEY COAL COMPANY POWHATAN NO. 6 MINE PERMIT D-0360

### PILLAR SAFETY FACTOR AND EXTRACTION RATIO

Entries are to be mined from the 25 West section to the 27 West bleeder shaft. These entries are being mined for ventilation purposes only. Pillars are extremely stable, with a safety factor of 3.0:1 by the Holland Method. The extraction ratio of the area is only 47.3 percent. These entries have been designed for long stand-up time and no surface subsidence.

Pillar Safety Factor - NEW IBR 27 W HOLLAND METHOD The Ohio Valley Coal Company Powhatan No. 6 Mine

850 PSI Strength of a pillar scaled down from a 2	442.5 FT	600 IN Pillar width in inches 50' x 12'"	1560 IN Pillar length in inches	240 IN Entry width in inches 20' x 12"/	N1 8/	I.1 PSI
PILLAR STRENGTH	DEPTH	PILLAR W	PILLARL	ENTRY W	ENTRY H	OVERBURDEN LOAD

Design, compiled by A.T. Iannacchione, C. Mark, (HOLLAND) S1 x SQUARE ROOT OF (PILLAR W/ENTRY H) S2/AVG STRESS From Peng, S. S. and Dutta, D., "Evaluation of Various Pillar Design Methods: A Case Study," Proceedings of the Workshop of Comp. R. C. Repsher, R. J. Tuchman, and C.C. Jones, USBM, IC 9315, 1992, pp. 269-276.

786.29 psi 850 psi 2357.5 psi

AVG STRESS

 $vert. \ stress \times \{ [(Pillar \ W + entry \ W)x(Pillar \ L + entry \ W)]/(Pillar \ W \times Pillar \ L) \}$ 

HOLLAND FORMULAE:

OHIO E - 50396 SONAL

> Percent extraction: Total Area

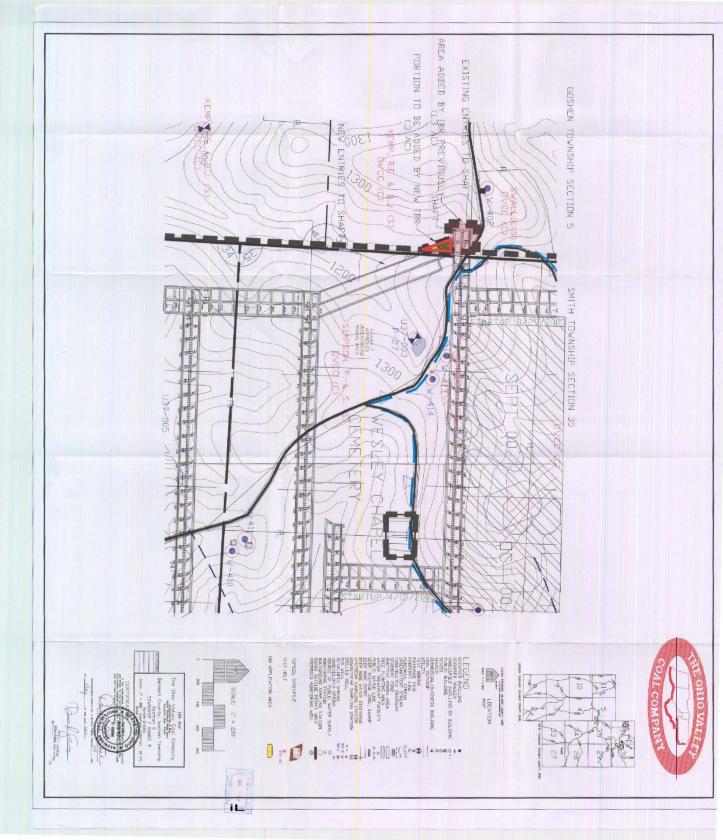
Pillar Area

Percent Remaining

83,700 sq. ft. 44,070 sq. ft. 52.7%

18396 TOVCC

150'



...